

C O U N C I L C O M M U N I C A T I O N

TO: THE CITY COUNCIL
 FROM: THE CITY MANAGER'S OFFICE

COUNCIL MEETING DATE
 June 6, 1990

SUBJECT: Agreements between City of Lodi and Lodi Grape Festival and
 National Wine Show

PREPARED BY: Ron Williamson, Parks and Recreation Director

RECOMMENDED ACTION: That the City Council approve the attached "Master Lease for Festival Grounds" and "General Lease for Golf Driving Range" agreements for the period of July 1, 1990 to June 30, 1993, with the Lodi Grape Festival and National Wine Show.

Background Information: This is a request for renewal of our standard use agreement with Lodi Grape festival and National Wine Show for main grounds (Master Lease) and Golf Driving Range facilities (golf area agreement).

I don't know exactly the original year of these agreements, but we have been working with the festival people on these three-year agreements for many years with very satisfactory relations. The two ~~agreements~~ deal with **two** different areas:

1. Master Lease encompasses the Pavilion, Chablis Hall, and parking areas within the grounds.
2. Golf Driving Range is exactly that and includes all properties and facilities on their eight-acre site.

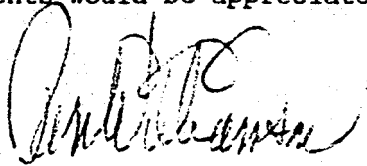
To my knowledge, rent and/or percentages for the two facilities have not changed for the last eight years. We currently pay \$13,000 per year under the Master Lease and pay five percent of the ball rental for the Golf Driving Range facility, a bargain for both. The Master Lease amount is renegotiated every year but has not changed during the period of time herein mentioned.

There are only a few changes in the past three-year agreement, those being:

1. Change in hours of use for Chablis Hall (Master Lease).
2. Readdress dates that we can get into the Festival Grounds and leave on a yearly basis (Master Lease).

3. And this time around, we defined who the Festival people could sublease to in the Pavilion. This was done to protect **our investment (the two basketball/volleyball portable floors)** and our liability **with** use of same by any other **group, organization or private party who would** lease from the **Festival** and be in contact with our portable floors or could damage same. Festival was in agreement **with** this.
4. No changes to golf agreement.

Your review and approval of these **agreements would be appreciated** to continue our use and programming of these areas.



Ron Williamson
Parks and Recreation Director

Attachments

CITY OF LODI AND LODI GRAPE FESTIVAL AND NATIONAL WINE SHOW

LEASE AGREEMENT FOR GOLF DRIVING RANGE

JULY 1, 1990 TO JUNE 30, 1993

L E A S E

THIS LEASE, made and entered into this 1st day of July 1990, by and between the LODI GRAPE FESTIVAL & NATIONAL WINE SHOW, a non-profit corporation, hereinafter called LESSOR, and the CITY OF LODI, a municipal corporation of the State of California, hereinafter called LESSEE:

WITNESSETH THAT:

I. LESSOR hereby leases unto LESSEE that certain real property situate in the City of Lodi, County of San Joaquin, State of California, more particularly described as follows:

The East 525 feet of the following described parcel: Commencing at the Southeast corner of the Northeast 1/4 of Section 1, Township 3 North Range 6 East, along the East line of Section 1 North 660 feet; thence N. 89 degrees 41' 30" W., 1320 feet; thence 749.1 feet; thence N. 86 degrees 26' E., 1322.6 feet to the point of beginning and containing 21.35 acres of land.

(Hereinafter known as "the facility".)

2. It is understood that said facility shall be used by LESSEE only for the purpose of conducting a golf driving range, and/or other

sports-type operations, along with such other customary auxiliary services as are generally provided at such facility.

LESSOR reserves the right to approve or disapprove any **SUB-LESSEE**.

3. This lease shall commence as of July 1, 1990, and terminate on the 30th day of June, 1993.

4. It is understood that LESSEE will sublet said facility to an individual or individuals **for the purpose** of operating said golf driving range, and/or other related sports activity, and that as a part of **said** rental, LESSEE shall be entitled to a percentage of the receipts from the use **of** the facility. **As** rent for this lease, it is understood and agreed that LESSEE shall pay to LESSOR fifty per cent (50%) of all of the revenue received by LESSEE from the operator of the facility for the rental of the golf balls. Rent from any additional sports enterprises would be negotiable. LESSEE shall pay said rent to LESSOR monthly or immediately after receiving receipts from Sub-LESSEE. It is expressly understood that no other sub-letting of the property by the LESSEE or its Sub-LESSEE shall be permitted.

5. It is understood and agreed that all surface improvements on the demised premises, including buildings, poles and lights, are the property of LESSEE and may be removed by LESSEE at the termination of this lease or sooner, provided that the LESSEE is not in default in any of the terms and provisions hereof.

6. It is understood and agreed that neither the LESSEE nor Sub-LESSEE will attach any permanent buildings or fixtures to the grounds without first obtaining written permission of the LESSOR.

7. It is understood and agreed that neither LESSEE nor Sub-LESSEE of said facility shall be entitled to use or occupy said land during the annual Grape Festival and Harvest Fair, i.e., the three days immediately preceding the opening day of the Festival and the two days following the Festival, and that neither LESSEE nor Sub-LESSEE is to water the lawn area for three days prior to the first day of the Festival. Watering of the lawn area will not be reinstituted until after the Festival and said facility is returned to Sub-LESSEE as it was received. The area commonly known as the putting green may be watered during the time of the Festival.

8. It is understood and agreed that, in the event LESSOR rents the Festival grounds for major events requiring use of the facility, LESSEE and Sub-LESSEE will suspend operation of the facility and will permit LESSOR full use of the lawn area for use as may benefit LESSOR. LESSOR is to return lawn area to LESSEE in clean condition within 48 hours of the conclusion of said event. Neither LESSEE nor Sub-LESSEE shall water the lawn area for three days prior to the first day of each such event. For the privilege of preemption, LESSOR agrees to reimburse Sub-LESSEE at the rate of \$100.00 (One Hundred Dollars) per day of actual use by LESSOR, it being understood this provision shall not apply to the annual Grape Festival period, the week preceding and two days following. In no event shall LESSOR preempt LESSEE or

Sub-LESSEE more than five (5) events per year, exclusive of the annual Grape Festival period as identified in paragraph 7.

9. It is understood and agreed that the **LESSOR** may cancel this lease upon giving the **LESSEE** twelve (12) months' written notice prior thereof. It is understood that the same conditions would prevail should **LESSEE** want to terminate.

10. If for any reason the **LESSEE** shall terminate its sub-lease with the facility operator of record at time of this Agreement, it is understood that no new sub-lease will extend beyond the expiration time of this document.

11. **LESSEE** covenants and agrees to properly care for, water and mow the present lawn and turf located on the demised property.

12. **LESSEE** does hereby agree to indemnify, defend and save **LESSOR** harmless from any and all claims for loss, damage, injury or liability to persons or property that may arise during the time that **LESSEE** or its **Sub-LESSEE** is using said leased premises. **LESSEE** agrees, at all times during the continuance of this lease, to maintain public liability and property damage insurance in the amounts of \$1,000,000/\$1,000,000, each occurrence, covering its use, occupancy, and operation of said premises. Such policy or policies shall carry a specific endorsement providing that the **LESSORS**, its officers and employees, and the County of San Joaquin, State of California are named as additional insureds and that such liability policy or policies are

primary insurance as to any similar insurance carried by the LESSOR. LESSEE shall furnish LESSOR with satisfactory proof of the carriage of insurance required by the LESSOR, and there shall be a specific contractual liability assumed by LESSEE pursuant to the lease. Any policy of insurance required of LESSEE under this lease shall also contain an endorsement providing that at least thirty (30) days' notice must be given in writing to LESSOR of any pending change in the limits of liability or of any cancellation or modification of the policy or policies.

13. LESSEE shall require any Sub-LESSEE to also maintain insurance policies as provided for herein and to provide proof of insurance and all endorsements, as provided herein, to LESSOR.

14. In the event LESSEE is self-insured, LESSEE shall provide a certificate of self-insurance in a form satisfactory to LESSOR.

IN WITNESS WHEREOF, the parties have set their hands as of the day and year first hereinabove written.

LESSEE

CITY OF LODI, a municipal
corporation of the State of
California

By


THOMAS A. PETERSON
City Manager

RON WILLIAMSON
Director, Parks and Recreation

ATTEST:

ALICE M. REIMCHE
City Clerk

APPROVED AS TO FORM:


BOB McNATT
City Attorney

LESSOR

LODI GRAPE FESTIVAL AND NATIONAL
WINE SHOW, a non-profit corporation

By

President

By

General Manager

APPROVED:

COUNTY OF SAN JOAQUIN, a
political subdivision of the
State of California

By

Chairman
Board of Supervisors

ATTEST: Joretta J. Hayde
Clerk of the Board of
Supervisors of the County
of San Joaquin, State of
California

By

Deputy Clerk (SEAL)

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